P 104 659

BK 2070 PG 0 163

SEP 16 9 28 ÅH "Û4

SEP 16 9 27 An 104

PREPARED BY AND WHEN RECORDED MAIL TO:

BK 104 PG 659 W.E. DAVIS CH. CLK. DK 2070 PG 163 M.E. DAVIS CH. CLK.

RECORD & RETURN TO: 100 Direct Services 187 Wolf Road, Suite 101 Albany, NY 12205 2983164m1

ASSIGNMENT OF LOAN DOCUMENTS

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION. (ADDITIONAL RECORDING FEE APPLIES)

Loan #IQ 8: 204129

P 104 660 BK 2070 PG 0 1 64 UCC Direct Services
187 Wolf Road, Suite 101
Albany, NY 12205

ASSIGNMENT OF LOAN DOCUMENTS

THIS ASSIGNMENT OF LOAN DOCUMENTS (this "Assignment"), made as of the 24th day of August, 2004, by

Union Central Mortgage Funding, Inc., an Ohio Corporation,

having an address at 312 Elm Street, Cincinnati, 45202 ("Assignor") to

LaSalle Bank National Association, as Trustee for Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2004-IQ8,

having an address at 135 South LaSalle Street, Chicago, 60603, Attention: MTG Custody ("Assignee").

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States and other good and valuable consideration, to it in hand paid at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, Assignor has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto Assignee:

All right, title and interest of Assignor to the Mortgage described on the Schedule of Mortgages attached hereto as Exhibit B;

TOGETHER WITH the note or notes described or referred to in said Mortgage, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage and all other instruments, documents, certificates and letters executed in connection therewith;

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever.

Said Mortgage encumbers, among other things, all of those certain lots, pieces or parcels of land described in <u>Exhibit A</u> annexed hereto and made a part hereof, together with the buildings and improvements erected thereon.

This Assignment is executed without recourse to Assignor and without representation, covenant or warranty of any kind whatsoever.

P 104 661

IN WITNESS WHEREOF, the Assignor has caused these presents to be duly executed as of the day and year first above written.

Union Central Mortgage Funding, Inc., an Ohio Corporation

Dannie I Trammal

Vice President

STATE OF OHIO

) SS:

COUNTY OF HAMILTON

On the 31st day of August in the year 2004, before me, the undersigned, personally appeared Dennis L. Trammell and is the Vice President of Assignor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signatures on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Witness my hand and official seal.

Notary Public: Jodith CRIESSER

My Commission Expires: 5-4-2009

JUDITH GRIESSER
Notary Public, State of Ohio
My Commission Expires
05-04-2009

[Notary Seal]

EXHIBIT "A" TO UCC FINANCING STATEMENT

Legal Description

Loan # 204129

Lot 1, Craft-Goodman Commercial Subdivision, Third Revision of Phase 1, in Section 28, Township 1 South, Range 6 West, City of Olive Branch, DeSoto County, Mississippi, as shown by plat appearing in Plat Book 82, Page 24 in the office of the Chancery Clerk of DeSoto County, Mississippi, and more particularly described as follows:

A parcel of land located in the Southwest Quarter (SW 1/4) of Section 28, Township 1 South, Range 6 West, being Lot 1, Craft-Goodman Commercial Subdivision, Phase I, Third Revision as shown on the official plat of said subdivision on file in the Office of the Chancery Clerk, DeSoto County, Mississippi, and being more particularly described as follows:

Commencing at the accepted Southwest corner of Section 28, Township 1 South, Range 6 West; run thence N 00°05'06" E for a distance of 988.04 feet to a 1/2" rebar set, said rebar being the Point of Beginning of this description; run thence N 00°05'06" E for a distance of 510.80 feet to a 1/2 " rebar found on a pond levee; run thence along said levee as follows: run S 85°56'36" E for a distance of 271.68 feet to a 1/2" iron bar found, run N 77°38'53" E for a distance of 98.69 feet to a 1/2" rebar found; run thence S 12°17'48" E, leaving said levee, for a distance of 246.96 feet to a PK Nail set in asphalt; run thence S 25°26'34" E for a distance of 56.63 feet to a PK Nail set on the northwest right-of-way line of Camp Creek Boulevard (36.5 feet from centerline); run thence with said right-of-way line, along a circular curve to the left, an arc length of 515.86 feet, said curve having a chord direction of S 54°38'50"W and a chord length of 487.39 feet, with a radius of 444.50 feet, to a PK Nail Set; run thence N 68°33'55" W, leaving said right-of-way line, for a distance of 49.96 feet to a PK Nail set; run thence Due West for a distance of 177.14 feet to the point of beginning of the herein described parcel of land.

Together with all right, title and interest of Camp Creek Center, L.L.C. under and pursuant to Reciprocal Easement Agreement dated as of October 8, 2003, by and between Camp Creek Center, L.L.C. and John Hyneman Development Co., Inc. and Anthony M. McGregor, filed

P 104 663 BK 2070PG 0167

for record for October 9, 2003 at 1:11 P.P. and recorded in Book 455, Page 330, in the aforesaid clerk's office; and

Together with all right, title and interest of Camp Creek Center, L.L.C. under and pursuant to that certain Reciprocal Easement Agreement dated June 29, 2001, by and between Camp Creek Center, L.L.C. and John Hyneman Development Col, Inc. and Anthony M. McGregor, filed for record July 2, 2001 at 4:34 P.M. and recorded in Book 395, Page 386, in the aforesaid clerk's office; and

Together with all right, title and interest of Camp Creek Center, L.L.C. under and pursuant to that certain Declaration of Easements, Covenants and Restrictions dated March 6, 2002, filed for record March 19, 2002 at 1:46 P.M. and recorded in Book 414, page 309, in the aforesaid clerk's office.

EXHIBIT B

[SCHEDULE OF MORTGAGE(S)]

(Name of Instrument): Deed of Trust

Borrower: Camp Creek Center, L.L.C., a Mississippi limited liability company

Lender: Union Central Mortgage Funding, Inc., an Ohio Corporation

Document Dated: May 14, 2004

Recording Date: May 17, 2004

Book: 1990 **Page:** 546

County: DeSoto

(Name of Instrument): Assignment of Rents and Leases

Borrower: Camp Creek Center, L.L.C., a Mississippi limited liability company

Lender: Union Central Mortgage Funding, Inc., an Ohio Corporation

Document Dated: May 14, 2004

Recording Date: May 17, 2004

Book: P 103 **Page:** 102

County: DeSoto

P 104 665

BK2070PG0169

(Name of Instrument): Security Agreement

Borrower: Camp Creek Center, L.L.C., a Mississippi limited liability company

Lender: Union Central Mortgage Funding, Inc., an Ohio Corporation

Document Dated: May 14, 2004

Recording Date: May 17, 2004

Book: P 103 Page: 114

County: DeSoto